

Minutes
Special Council Meeting
July 11, 2018

On this 11th day of July 2018, at 6:00 p.m., the City Council of the City of Devine convened in a Special Meeting; the same being opened to the public at their regular meeting place; thereof, at City Hall, 303 S. Teel Drive, Devine, Texas. Notice of said Meeting having been prescribed in Chapter 551, Government Code, and Vernon's Texas Codes, Annotated, and the following members being present:

Mayor William L. Herring
Alderman Steve A. Lopez
Alderman David Espinosa
Alderman Cory Thompson
Alderwoman Jennifer Schott

Absent being Alderman David Valdez; thus, constituting a quorum.

Personnel present: Dora V. Rodriguez, Interim City Administrator/City Secretary; Denise Duffy, City Accountant; Mary Badillo, Financial Advisor; Tom Cate, City Attorney; and Ismael Carrillo, Director of Public Works.

Others Present: Jerry Beck, County Commissioner Pct.#4; Scott Sostarich, DISD Superintendent; Jeff Wisenbaker, Devine Golf Association; Richard Malone, Devine Golf Association; Jim Lawler, Medina Co. Pct.#4; Phillip Fitch, and Debbie Randall, of Devine, Texas.

Mayor Herring, presiding, called the meeting to order.

The first order of business was to discuss and consider for the City of Devine to enter into an Interlocal Agreement with Devine ISD and Medina County on paving Warhorse Drive.

Mayor Herring started by saying that for the past eight years the City has been trying to get Devine ISD to dedicate Warhorse Drive to the City of Devine. He thanked City Attorney Tom Cate for figuring out a way to have a temporary interlocal agreement between the County, City and Devine ISD to be able to do this project.

Commissioner Beck discussed two possible issues we could have; the first one being the manhole cover, which he said they can work around that. He explained that they can bevel the road to where it doesn't collect water like it does now, and they can crown it so that it drains off. Secondly, he spoke of an area on Mesquite where the road is only 20 feet wide where it curves, whereas the rest of the road is 24 feet wide; it's like an hourglass shape. Commissioner Beck also mentioned that there are some areas where water collects; he suggested that the dirt can be cut so that it will drain also.

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Commissioner Beck also mentioned that City Engineer Raul Garcia has indicated some areas that are lacking in base material, so he told Council that the \$6,737 which Council is looking at for the Base Material is going to decrease to around \$1,000 because they won't be using that much base. He said that everything else on the list is pretty close and there will probably be very little variations on the prices. Commissioner Beck told Council that these figures are just estimates but they will probably come in under budget.

Mayor Herring mentioned that the left side of the "y" section will also be paved all the way just passed the ticket booth.

According to Commissioner Beck, the County will use their water first before using the City's water supply to do this project. He told Council that they may need help with controlling the traffic but they will coordinate with Director of Public Works Ismael Carrillo on that.

Mayor thanked Mr. Sostarich, Devine ISD Superintendent, for entering into this agreement with us. He also thanked City Attorney Tom Cate, Director of Public Works Ismael Carrillo and County Commissioner Jerry Beck for all of their help.

Motion by Alderman Espinosa, seconded by Alderman Lopez to approve for the City of Devine to enter into an Interlocal Agreement with Devine ISD and Medina County on Paving Warhorse Drive.

Interlocal Agreement attached as Exhibit A.

Ayes	--	Four
Nays	--	None
Absent	--	One – Alderman Valdez

Motion carried.

The second order of business was Informational Items.

The following was discussed:

- Go Medina Meeting – Mayor Herring announced there will be a Go Medina Meeting tomorrow, July 12th, in Hondo at 9:00 a.m. at the Regional Training Center at the Courthouse.

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- Devine Golf Association – Jeff Wisenbaker addressed Council. He introduced himself as the Vice President and said that Richard Malone who was also present is the Secretary. Mr. Wisenbaker explained that the Devine Golf Course and the Devine Golf Association are one in the same, and have been for 50 years; having been established in 1968. He talked about the Association being an asset to the City, and how in recent years it's become more and more difficult for them to manage the golf course. He explained that all this culminated last night, July 10, 2018, when the Board unanimously decided to dissolve the Association as of July 30, 2018. Mr. Wisenbaker read Article 19 of the Board's Bylaws as follows: "In the event of dissolution of Devine Golf Association, Inc. and after all debts have been paid of any nature, all remaining assets of whatever nature will become the property of the City of Devine, Medina County, Texas, and be used by the City of Devine for the purpose of recreation, namely the operation of the Golf Course and swimming pool." He said that this is a part of the original Bylaws, and he informed Council that they intend to follow this Bylaw and upon dissolving on July 30, 2018, they will turn in the remaining assets over to the City of Devine. Mr. Wisenbaker added that the front side is the property of the City of Devine and they lease that part; they own the buildings but they are on City property. He explained that they acquired additional land in the late 80's or early 90's to build an additional 9 holes, and that belongs to them but because of this Article, it will go to the City of Devine.

Mr. Wisenbaker added that the Board is conducive to any discussions the City would like to have. They picked July 30th because it is their hope that the City of Devine will have a golf course. He said that is what they would like to see and they would like to work towards that. They've decided to have another special meeting on Monday since they are in this month of transitioning of what they are going to try to do; they are just trying to give themselves some time.

Mayor Herring advised that all Council can do right now is inform them that they will be on the agenda for our Regular Council Meeting on July 17, 2018 at 6:00 p.m., and Council will be able to discuss it then, and they are to turn in all financial records to the City as soon as possible.

- Mayor Herring wished Alderman Thompson a Happy Birthday tomorrow.

There being no further business to come before the governing body, motion made by Alderman Espinosa, seconded by Alderwoman Schott to adjourn the meeting.

Ayes	--	Four
Nays	--	None
Absent	--	One – Alderman David Valdez

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Motion carried.

Mayor

City Secretary

2. SCHOOL RESPONSIBILITY

- 2.1 The SCHOOL shall pay one-half of the cost of the materials used on the Project.
- 2.2 The SCHOOL shall pay one-half of the cost of the pavement reclaiming sub-contractor.
- 2.3 The SCHOOL shall pay one-half of the cost of the engineering services on the Project, not to exceed \$2,500.00.
The Parties agree that any required engineering services shall be performed by the CITY's engineering firm of Garcia and Wright.
- 2.4 Notwithstanding anything else in this agreement to the contrary, the total cost payable by the SCHOOL under the terms of this agreement shall not exceed \$22,500.00.

3. CITY RESPONSIBILITY

- 3.1 The CITY shall pay one-half of the cost of the materials used on the Project.
- 3.2 The CITY shall pay one-half of the cost of the pavement reclaiming sub-contractor.
- 3.3 The CITY shall pay one-half of the cost of the engineering services on the Project, not to exceed \$2,500.00.
The Parties agree that any required engineering services shall be performed by the CITY's engineering firm of Garcia and Wright.
- 3.4 Notwithstanding anything else in this agreement to the contrary, the total cost payable by the CITY under the terms of this agreement shall not exceed \$22,500.00.
- 3.5 The CITY shall provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.
- 3.6 The CITY shall provide all traffic control necessary to safely construct the Project.

4. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project. COUNTY shall follow the instructions of the Project engineer.

If the SCHOOL or CITY have a complaint regarding the construction of the Project, they must complain in writing to the COUNTY no later than 30 days from the date of Project completion.

5. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive SCHOOL rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

6. TIME FOR COMPLETION

There is no set time for completion of the Project; however, the COUNTY shall work on the Project with due diligence, knowing that the Project needs to be completed before the start of the new SCHOOL year on August 13, 2018.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION

This Agreement will automatically terminate on either August 31, 2018 or on the date the Project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, any party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by any party, no party shall have any further obligations to any other party under this Agreement, except that (1) the SCHOOL and CITY remain liable to the COUNTY for the pro rata portion of their respective shares of \$22,500.00 commensurate with the work done by the COUNTY on the Project before termination of the Project and (2) the SCHOOL shall remain liable to the CITY for its share of the engineering costs incurred prior to termination of the Project.

MEDINA COUNTY, TEXAS

CITY OF DEVINE

By: _____
CHRIS SCHUCHART, County Judge

By: _____
WILLIAM L. HERRING, Mayor

Date: _____

Date: _____

ATTEST:

JERRY BECK, Commissioner, Precinct 4

DORA V. RODRIGUEZ, City Secretary

Date: _____

ATTEST:

GINA CHAMPION, County Clerk

DEVINE INDEPENDENT SCHOOL DISTRICT

By: _____
SCOTT SOSTARICH, Superintendent

Date: _____

ATTEST:

Print Name: _____
Secretary

APPROVED AS TO FORM AND LEGALITY

THOMAS P. CATE, City Attorney